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Attorneys for Plaintiff
CAROLYN MARTIN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CAROLYN MARTIN,

Plaintiff,

v.

KOHL'S DEPARTMENT STORES,
INC.; HARSCH INVESTMENT
REALTY LLC, SERIES C;
JAMESTOWN HARSCH ALAMEDA
TOWNE CENTRE, LP, a Delaware
Limited Partnership; and DOES 1-25,
inclusive,

Defendants.

HARSCH INVESTMENT REALTY
LLC, SERIES C; JAMESTOWN
HARSCH ALAMEDA TOWNE
CENTRE, LP, a Delaware Limited
Partnership,

Cross-Complainants,

v.

KOHL'S DEPARTMENT STORES,
INC.; and DOES 1-25, inclusive,

Cross-Defendant.

Case No. 3:10-cv-05195-JSW MED

**STIPULATION AND ORDER FOR
DISMISSAL OF THE INJUNCTIVE
RELIEF ASPECT OF THE
LAWSUIT AGAINST DEFENDANT
KOHL'S DEPARTMENT STORES,
INC.**

FRCP section 41

Plaintiff CAROLYN MARTIN and Defendant KOHL'S DEPARTMENT
STORES, INC., by and through their attorneys of record, enter into this
"STIPULATION AND ORDER FOR DISMISSAL OF THE INJUNCTIVE
RELIEF ASPECT OF THE LAWSUIT AGAINST DEFENDANT KOHL'S

1 DEPARTMENT STORES, INC.” pursuant to Federal Rule of Civil Procedure
2 section 41.

3 Plaintiff filed this lawsuit on November 16, 2010 and amended the complaint
4 on February 2, 2011.

5 Plaintiff and Defendant hereto have resolved the claims for injunctive relief
6 by plaintiff in the lawsuit against Defendant KOHL’S DEPARTMENT STORES,
7 INC. by entering into a “Mutual Release And Settlement Agreement for Injunctive
8 Relief.” The Settlement Agreement states in part that “The court shall retain
9 jurisdiction to enforce this Settlement Agreement...” Accordingly, Plaintiff and
10 Defendant hereto stipulate to the court retaining jurisdiction to enforce the
11 Settlement Agreement For Injunctive Relief as to Defendant KOHL’S
12 DEPARTMENT STORES, INC.

13 Plaintiff moves to dismiss with prejudice the injunctive relief aspect of the
14 lawsuit against Defendant KOHL’S DEPARTMENT STORES, INC.

15 Defendant KOHL’S DEPARTMENT STORES, INC., who has answered the
16 complaint, agrees to the dismissal with prejudice of the injunctive relief aspect of
17 the lawsuit as to it.

18 Plaintiff’s claim for damages, and attorney’s fees, litigation expenses, and
19 costs against Defendant KOHL’S DEPARTMENT STORES, INC., and Plaintiff’s
20 claim for damages and attorney’s fees, litigation expenses, and costs against
21 Defendants HARSCH INVESTMENT REALTY LLC, SERIES C AND
22 JAMESTOWN HARSCH ALAMEDA TOWNE CENTRE, LP, whose name has
23 been changed to, and is now known as, JAMESTOWN SOUTH SHORE CENTER,
24 LP have not been resolved, presently are in the negotiation and mediation phase, and
25 will be litigated if they are not resolved by negotiation or mediation. Defendants
26 reserve all defenses to such remaining claims.

27 This case is not a class action, and no receiver has been appointed.

28 This Stipulation and Order may be signed in counterparts, and facsimile or

1 electronically transmitted signatures shall be as valid and as binding as original
2 signatures.

3 Wherefore, Plaintiff CAROLYN MARTIN and Defendant KOHL'S
4 DEPARTMENT STORES, INC, by and through their attorneys of record, so
5 stipulate.

6 DATED: August 23, 2012

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

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9 /s/ Sidney J. Cohen

Sidney J. Cohen
Attorney for Plaintiff
Carolyn Martin

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12 DATED: August 23, 2012

K&L Gates LLP

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14 /s/ Timothy L. Pierce

Timothy L. Pierce
Attorneys for Defendant
Kohl's Department Stores, Inc.

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18 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

19 The injunctive relief aspect of the lawsuit as against Defendant KOHL'S
20 DEPARTMENT STORES, INC. is dismissed with prejudice. The Court shall retain
21 jurisdiction to enforce the 'Mutual Release And Settlement Agreement For
22 Injunctive Relief' between Plaintiff and Defendant KOHL'S DEPARTMENT
23 STORES, INC.

24 DATED: August 24, 2012

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27 Jeffrey S. White
28 United States District Judge